

MEMORANDUM OF UNDERSTANDING

Section 1 Parties and Purpose of Agreement.

- 1.1 This is an agreement between the Montana Department of Corrections (“DOC”) and the Yellowstone City-County Health Department (“YCCHD”), together, “Parties.”
- 1.2 YCCHD contracts with DOC to provide on-site health care to female inmates incarcerated at DOC’s Montana Women’s Prison (“MWP”). In consideration for YCCHD to provide these services efficiently and effectively, and render YCCHD able to access electronic health care information from its database at its administrative office while providing services at MWP, DOC agrees to allow YCCHD to use MWP’s internal telephone wires.

Section 2 Duties and Responsibilities of the Parties.

- 2.1 To accomplish the purpose of this agreement, YCCHD will install a high speed data circuit to the telephone demarcation point at MWP and port the signal through the existing internal telephone wires.
- 2.2 DOC will provide the access and space required by YCCHD’s data circuit provider to bring the signal into the MWP facility at the telephone demarcation point.
- 2.3 DOC will provide YCCHD the use of a single telephone cable pair, extending from the demarcation point to the clinic office.
- 2.4 YCCHD will provide a qualified technician or technicians to install and maintain the data circuit who, prior to accessing the facility at MWP, must apply for a security clearance and while at the facility, must follow all MWP security

procedures, including performing all work under the supervision of DOC ITSD staff or their designees.

- 2.5 DOC and YCCHD agree that the entire data circuit, including the portion of the telephone cable pair that exists within the data infrastructure at MWP, constitutes a single circuit which exists solely as a part of YCCHD's data system and not the data system of MWP or DOC.
- 2.6 The parties agree that only YCCHD staff will have access to this health care information and that no access to this system will be provided or permitted in any way to DOC staff ~~DOC~~.
- 2.7 YCCHD agrees that it will have exclusive responsibility for the financial burden for the installation, ongoing service, and maintenance of the external data circuit.
- 2.8 YCCHD agrees to support its own employees' computer, software, user account(s), and this data connection.
- 2.9 YCCHD agrees to use its own IT staff or its data circuit provider to support the data circuit. YCCHD agrees to contact DOC IT staff as a last resort.
- 2.10 YCCHD agrees that only YCCHD IT staff may contact DOC IT staff for assistance under this agreement and will do so through the DOC Service Desk by calling (406) 444-4234 or emailing corhelp@mt.gov.

Section 3 No warranty regarding serviceability.

- 3.1 Although the DOC makes every effort to assure that the cable pairs within its facilities are serviceable at all times, no warranty, expressed or implied, is given of said serviceability.

Section 4 Indemnification & Hold Harmless.

4.1 YCCHD agrees to protect, defend, and save the DOC and MWP, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of YCCHD's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of YCCHD and/or its agents, employees, representatives, assigns, subcontractors under this agreement, except for the sole negligence of the state under this agreement.

Section 5 Insurance.

5.1 YCCHD will maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by YCCHD, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission of YCCHD, or its employees.

Section 6 Choice of Law & Venue.

6.1 The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

Section 7 Compliance With Laws.

- 7.1 YCCHD and DOC must, in performance of work under the agreement, fully comply with all applicable federal, state, or local laws, rules and regulations, including but not limited to the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and the Health Information Portability and Accountability Act of 1996.

Section 8 Term of Agreement.

- 8.1 This agreement shall be in force, unless terminated by written notice by either party, as long as the YCCHD is contracted by the DOC for services at MWP.
- 8.2 This agreement may be cancelled with or without cause, upon thirty (30) days written notice by either party.

Section 9 Assignment.

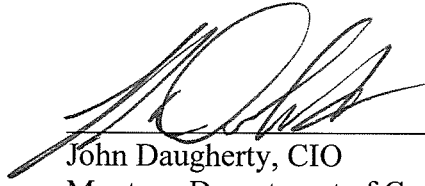
- 9.1 This agreement may not be assigned to a third party without written approval from all parties to the agreement.

Section 10 Interlocal Cooperation – State Agency and Political Subdivision.

- 10.1 There shall be no separate legal entity created as a result of this agreement. The agreement will not result in the acquisition of property requiring disposal upon termination of the agreement.

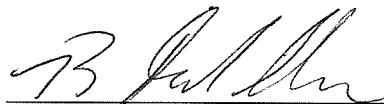
Section 11 Merger.

11.1 The above stated provisions constitute the entire agreement between the parties.



John Daugherty, CIO
Montana Department of Corrections

7-9-2008
Date



~~Del Brumley, IT Manager~~
Yellowstone City-County Health Department

7-15-2008
Date

R. DANIEL HILLMAN, VP INFORMATION SERVICES